



MEMORANDUM OF UNDERSTANDING BETWEEN TRUSENTIAL LLC. AND RIDGEWOOD MANOR

Trusential LLC. STAFFING SERVICES AGREEMENT

This Staffing Services Agreement ("Agreement") is entered into the 3rd December 2021 by and between **Ridgwood Manor 3231 Manley RD, Maumee, Ohio 43537** and **Trusential LLC.**, with a place of business located at **1715 Indian Wood Circle Suite 200, Maumee, Ohio.**

WHEREAS Agency is in the business of providing temporary-medical personnel to hospitals and other health care facilities; and

WHEREAS, Client desires, for the purpose of staffing qualified RNs, LPNs and CNAs (hereinafter referred to as "***Healthcare Associate(s)***"), to purchase supplemental-health-care-staffing services from Agency, and Agency desires to provide such services to Client, all upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and promises hereinafter to set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **AGENCY OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

1.1. Conformity: All services rendered by Agency to Client shall conform to (i) all applicable federal and state laws and regulations; and (ii) all applicable ethical and professional standards.

1.2. Best Efforts: Agency will use its best efforts to provide Healthcare Associate(s), in accordance with the Client's specifications, for temporary staffing at Client's facility. To the extent reasonably possible, Agency will match the skills and experience of personnel presented to Client to the specific needs and requirements of Client. Except where otherwise agreed by Client, all personnel presented to Client shall have had at least one year of current applicable experience.

1.3. Information: Agency shall provide Client with the following background information for each healthcare associate prior to commencement of each assignment, if requested:

1.3.1. Skills Checklist

Exhibit C

- 1.3.2. Evidence of CPR
- 1.3.3. License verification
- 1.3.4. Criminal Background Check

1.4. Insurance: Agency shall provide Client with certificates of Professional Liability Insurance and Worker's Compensation Insurance covering Healthcare Associate(s), if requested.

1.5. Termination by Agency: Agency may terminate any supplemental Healthcare Associate for cause, or for no cause, with reasonable notice provided to Client.

1.6. Rate Changes: Agency may amend the compensation rates anticipated herein. If so, Agency shall provide Client with a written Notice of Rate Change, which shall become effective upon Client's receipt of such Notice.

TRUENTIAL, LLC.

2. CLIENT OBLIGATIONS, REPRESENTATIONS AND WARRANTIES:

2.1. Orientation / Training: Client shall provide Healthcare Associates approved for an Assignment with orientation and training sufficient to allow the Healthcare Associate to effectively discharge duties at the Client's Facility. (Such orientation and training time shall be considered regular work hours and shall be billed in accordance to Attachment A.)

2.2. Management: Client shall assume all responsibility for the day-to-day management of Healthcare Associates and shall assume the exclusive and direct control of Healthcare Associate(s); Client agrees that Agency shall have no responsibility whatsoever for the day-to-day management of Healthcare Associates, and shall no ability, nor right, to direct or control Healthcare Associate(s)' activities. Client represents and warrants that its day-to-day management and control of Healthcare Associates under this Agreement shall be in compliance with industry, state, local and federal rules, regulations, laws, statutes and standards.

2.3. Licensing: Client will not permit, encourage or require Agency personnel to exceed the scope of their license or clinical skills.

2.4. Safe and Professional-Work Environment: Client represents and warrants that it shall provide Healthcare Associates with a reasonable, safe and healthy working environment in accord with all federal, state, local and professional laws, statutes and regulations.

2.5. Payment: Client warrants, represents and agrees that it shall pay all invoices presented by the Agency via ACHS transaction within 30 days, in accord with the Billing and Payment Terms and Conditions and Rate Schedules set forth in Exhibits A and B, which are incorporated herein by this reference. Agency's Billing and Payment Terms and Conditions, and Rates Schedules are subject to change, and become effective upon Agency providing written notice of the amended Billing Payment Terms and Conditions and Rate Schedules.

2.6. Restrictive Covenants:

2.6.1. Client agrees that for a period of twelve (12) months after a Healthcare Associate has completed a final assignment for Client, or Agency has identified or presented a Healthcare Associate to Client for Client's consideration, whichever is greater (the "Restrictive Period"), Client shall not:

2.6.1.1. Solicit the Healthcare Associate for employment.

2.6.1.2. Employ the Healthcare Associate, directly or indirectly, or.

2.6.1.3. Retain the service of the Healthcare Associate directly, or through a third party 2.6.1.4.
Unless Agency agrees otherwise in writing.

2.6.2. Client further agrees that for a period of twelve (12) months after the termination of this Agreement, Client shall not solicit for employment, or employ, any of the Agency's employees except

as otherwise agreed in writing.

2.6.3. Client agrees that the restrictions set forth in Article 2.6 are reasonable in scope and nature and are essential to the protection of Agency's legitimate business interests. Client acknowledges and agrees that it may be impossible to assess the monetary damages incurred by Agency as a result of a violation of the terms of this Article 2.6. Accordingly, in the event of breach or threatened breach by Client of this Article 2.6, Client agrees that Agency will be entitled, in addition to all other rights and remedies that may be available to it by law or in equity,

TRUSENTIAL, LLC.

to specific performance, as well as an award for temporary, preliminary and permanent injunction enjoining or restraining Client and any other party involved in or contributing to such breach, from committing a violation of this Agreement.

2.6.4. If Client wishes to solicit, employ or retain any Healthcare Associate in violation of Section 2.6, Client shall provide Agent written Notice of Intent to Solicit, Employ or Retain Healthcare Associate 90 days before taking any action that would violate Section 2.6., and shall pay Agent 30% of the Healthcare Associate's annual compensation, whether direct or indirect, prior to the Healthcare Associate performing any work, directly, or indirectly, for Client.

2.6.5. Client agrees that in the event of a breach of Article 2.6, the actual damages incurred by the Agency would be difficult or impossible to estimate. Therefore, if Client breaches its obligations under this Article 2.6, Agency shall be entitled to liquidate damages in the amount of double the annualized payments made to any Healthcare Associate or Agency employee by Client. Client agrees and warrants that any such liquidated damages shall be in addition to any injunctive relief under Section 2.6.3.

2.7. Insurance: Client shall at all times maintain in force adequate workers' compensation, commercial general liability, professional liability and other forms of insurance for Healthcare Associates as reasonably expected of similar health care facilities.

3. GENERAL TERMS:

3.1. Third-Party Indemnity: Each Party shall defend indemnify and hold harmless the other Party, including the Party's affiliates, officers, directors, shareholders, employees, representatives, agents, successors, and assigns from and against all claims of Third Parties, including costs, expenses and reasonable attorney fees, that arise out of a material breach by a Party of any of the Party's representations, warranties, covenants, or agreements arising under this Agreement. And Agency shall defend, indemnify and hold harmless Client, including its affiliates, officers, directors, shareholders, employees, representatives, agents, successors, and assigns from any and all Claims of Third Parties, including costs, expenses and reasonable attorney fees, that resulted, or are claimed to have resulted, from the negligent acts or omissions of any Healthcare Associate if the claimed act or omission arises out of the performance of services under this Agreement.

3.2. Term: The term of this Agreement shall be for one year and shall be automatically renewed for successive terms of one (1) year unless otherwise terminated. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

3.3. Limitation on Damages: To the maximum extent permitted by law, ***Agency shall under no circumstances become liable to Client for any indirect, incidental, special or consequential damages.*** By way of example, but not of limitation, such damages include any damages arising out of loss of business, loss of revenue, loss of profits, or damages arising out of any failure to comply with Federal, State and local rules and regulations. To the maximum extent permitted by law, ***any claim by Client for the provision of services under this Agreement shall not exceed the amounts billed by Agency*** and paid by Client for the services giving rise to the Claim. These limitations apply whether a claim or claims arise out of contract or

tort, including any claims based on negligence, gross negligence or willful misconduct. To the extent not otherwise prohibited by law, **the Parties knowingly, voluntarily, permanently, and irrevocably agree that the rights and obligations between the parties shall be limited to the law of contract in accord with the express provision set forth herein.** The Parties acknowledge that the limitations on damages set forth herein are material

TRUSENTIAL, LLC.

provisions of this Agreement and that absent those limitations on liability, the Parties would not have entered into this Agreement.

3.4. Assigns and Successors: This Agreement shall be binding upon and inure for the benefit of the respective successors and assigns of each of the parties hereto. Any assignment of this Agreement in whole, or in part, by either party, without prior written consent of the other party, shall be void.

3.5. Disclaimer: Agency disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms; including the implied warranty of merchantability, fitness for a particular purpose and non-infringement. In addition, Agency makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the service contemplated herein.

3.6. Choice of Law: This Agreement shall be interpreted and enforced according to the Law of the State of Ohio and shall be construed without application of choice of law principles.

3.7. Jury Trial Waiver: To the greatest extent not prohibited by applicable law, the Parties each knowingly, voluntarily, intentionally, permanently, and irrevocably waive any right that they may each have to a trial by jury for any claim arising out of, or relating to, this Agreement. Meaning, any trial arising out of, or relating to, this Agreement shall be to a judge, not a jury.

3.8. Savings Clause: if any provision or clause in this Agreement is held invalid, void, unenforceable, or otherwise defective by a tribunal of competent jurisdiction, then:

3.8.1. All other provisions of this Agreement shall remain enforceable in accordance with their terms, and

3.8.2. The Provision in question may be modified or, if necessary, severed, but in any event only as follows:

3.8.2.1. As between the Parties to this Agreement.

3.8.2.2. In the jurisdiction in question;

3.8.2.3. To the minimum extent necessary to cure the defect.

3.9. Venue and Forum: The Parties agree to submit to the exclusive personal jurisdiction of the courts located in the State of Illinois for the purpose of litigating any and all claims or disputes that arise or relate to this Agreement.

3.10. Electronic Delivery: A party may deliver a signed document or Notice by electronically transmitting an image of the signed document or Notice (alone, or as part of the entire document) by Fax, E-Mail, or other electronic transmission means to the other Party.

3.11. Independent Contractor Relationship: In entering into and performing under this Agreement, both parties at all times performing as independent contractors. Nothing in this Agreement shall constitute or be construed as the creation of an employment relationship, partnership or joint venture between Agency and Client, or their agents and employees. With respect to Medical Associates provided to Client by Agency under this Agreement, such personnel shall be at all times considered employees of Agency, and Agency shall comply with all local, state, and federal laws and ordinances applicable to it as an employer. Nothing in this Agreement shall be construed as creating an employment relationship between Client and any

Healthcare Associate provided pursuant to this Agreement.

TRUSENTIAL, LLC.

3.12. Understanding: The parties acknowledge that they have read this Staffing Services Agreement, understand it, and agree to be bound by all its provisions.

3.13. Survival: Any provision of this Agreement which requires or reasonably contemplates the performance of obligations by either Party after the termination of this Agreement shall survive termination unless otherwise specifically contemplated herein.

3.14. Entire Agreement: The Agreement, including the attached Rate Schedule.

3.14.1. Sets forth the final, complete, exclusive and binding expression of the agreement of the parties concerning the subject matter of the Agreement; and

3.14.2. Supersedes any prior offers, negotiations, agreements and commitments (collectively “prior discussions”) both written and oral, between or on behalf of the parties with respect to the subject matter; all such Prior Discussions, if any, are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below:

Agency: TRUSENTIAL, LLC

Client: Ridgewood Care Center

By: Cyona Taylor-Randolph
Founder CEO

By: Kristine Denkwalter

Printed Name: Kristine Denkwalter

Date: Dec 3, 2021

Signature: *Kristine Denkwalter*
Kristine Denkwalter (Dec 3, 2021 21:14 EST)

TRUSENTIAL, LLC.

EXHIBIT A - BILLING AND PAYMENT TERMS & CONDITIONS

1. Due: All invoices delivered to Client shall be due upon receipt. Invoices will be paid via check transaction within 30 days of work performed. Unpaid balances outstanding more than thirty (30) days shall be charged a finance charge equal to three (1.5%) percent of the open balance per (10) days. Client shall pay any costs of collection incurred by the Agency for unpaid fees; including, without limitation, reasonable attorneys' fees and court costs.

2. Objection: Client shall have fourteen (14) days upon receipt of invoice to contest or challenge any billing

charges. Any part of the invoice not contested or challenged within the fourteen (14) day period shall be deemed accepted by silent assent, after which time client shall waive all right to challenge any portion of that invoice.

3. Invoices: Based on the Time Log for each pay period, Agency shall deliver to Client all such invoices detailing the amounts owed by Client to Agency. Such invoice amounts shall be calculated based on the Time Log multiplied by the appropriate hourly rates set forth below.

4. Cancellation: Client shall give Agency **at least two (2) hours'** notice when cancelling any assignment. If Client does not provide such notice, and Agency is unable to locate the Healthcare Associate prior to the start of an assignment, Client agrees to pay for four **(4) hours** "show up" time, at the 7:00 a.m. to 3:00 p.m. weekday rate.

5. Late Call: When agency supplies a Healthcare Associate for a Late Call to a Client, to cover a shift that has begun, or will begin within two (2) hours, of the late call, Client agrees to pay for the entire shift minimum of 8 hours.

6. Low Census: If a Healthcare Associate is sent home by Client before the end of a shift due to low census, Client will pay a minimum of four (4) hours if the Healthcare Associate is sent home before working for four (4) hours, and a minimum of eight (8) hours if the Healthcare Associate is sent home after working for four (4) hours.

7. Double Shifts: If a Client requests that a Healthcare Associate works a double shift (ex: two consecutive eight hour shift totaling 16 hours for the working day), the Agency must be notified prior to the start of the second consecutive shift, and Client shall pay the applicable overtime rate for the Healthcare Associate, if applicable.

8. Minimum Hours Per Day: If Client limits an Assigned Employee's workday to fewer than **8** hours, Trusential LLC may deem that day to include **8** hours of time worked and may bill Client **8** hours if STAFFING FIRM pays the Assigned Employee for the **8** hours.

9. Minimum Hours Per Week : Trusential LLC, requires that a minimum of **36 hours per week** per assigned deployed employee ("Minimum hourly rate") be billed Client regardless of actual time worked during contract travel assignment. Therefore, if the total fees for any one week are for less than the Minimum Fee, Trusential LLC will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if the Assigned Employee working the assignment voluntarily misses work for any reason (e.g., if the Assigned Employee calls in sick, fails to report to work, etc.).

10. Day/Evening/Night Definitions: For the purposes of Exhibit B, Rate Schedule: if eight-hour shifts apply, "Day Rates", shall apply between 7:00 a.m. and 3:00 p.m.; "Evening Rates" shall apply between 3:00 p.m., and 11:00 p.m., "Night Rates" shall apply between 11:00 p.m., and 7:00 a.m. If twelve-hour shifts apply, no evening rate applies, and "Day Rates" shall apply between 7:00 a.m., and 7:00 p.m., and "Night Rates" shall apply between 7:00 p.m., and 7:00 a.m.

10.1 "Weekend Rates" shall apply between Friday, 11:00 p.m., and Monday at 5:59 a.m.

10.2 The "Overtime Multiplier" shall apply when a Healthcare Associate works more than 40 hours in any given week. The work week shall commence on Mondays at 7:00 a.m.

10.3 The "Holiday Multiplier" shall apply to the following Holidays, and the following shifts:

HOLIDAY	SHIFTS
Thanksgiving Day, MLK, Mother's Day, Easter, Independence	11-7, 7-3, 3-11, 11-7,
New Year's Eve; Christmas Eve, Columbus Day, Veterans Day	3-11, 11-7
New Year's Day; Memorial Day; July 4 th ; Labor Day; Christmas Day, President's Day, Juneteenth	7-3; 3-11, 11-7

11. Emergency-Condition Multiplier: From time to time, Acts of God, severe weather, states of emergency, pandemic stage 3 and up and other outside events may make it difficult for Agency to provide Healthcare Associates, notwithstanding Agency's best efforts. In such situations, Agency shall confer with Client, and the parties shall agree to implement, or not implement, a reasonable Emergency-Condition Multiplier to provide Agency with an incentive to provide to Healthcare Associates. If Client agrees to an Emergency-Condition Multiplier, Client or Agency shall memorialize the agreement by providing written notice to the other party indicating the multiplier rate, and the duration of the multiplier.

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EXHIBIT B – RATE SCHEDULE

	Weekday			Weekend		
Classification	DAY	EVE	NIGHT	DAY	EVE	NIGHT
STNA	55.95	57.95	57.95	55.95	57.95	57.95
LPN	65.95	67.95	67.95	65.95	67.45	67.95
Med Tech	50.95	52.95	52.95	50.95	52.95	52.95
RN	78.95	80.95	80.95	78.95	80.95	80.95
Charge Nurse	+6.00	+6.00	+6.00	+6.00	+6.00	+6.00
COVID-19 *working in a designated COVID-19 Respiratory Protection Unit or working with confirmed or suspected cvd19 positive patients*	+20.00	+20.00	+20.00	+20.00	+20.00	+20.00
RN On-Call	+ \$8.00	+ \$8.00	+ \$8.00	+ \$8.00	+ \$8.00	+ \$8.00
Overtime Multiplier	x1.5					
Holiday Multiplier	x1.5					
Emergency-Pay Multiplier	Parties will confer and agree on a reasonable Emergency-Pay Multiplier (1.5x 2.0x) which shall be effective upon written/electronic approval by Client					

<i>Please Fill-in Client Information:</i>		
Client:		Email:
Address		Fax:
City, State, Zip		
Manager:		

This Rate Schedule, together with the Billing and Payment Terms & Conditions, shall be effective upon services provided to Client. In the event services are provided to Client by agency, and this agreement is not signed; Client's acceptance of services will be deemed as acceptance of the terms of this agreement. All rates subject to change.

Initial: _____ **Date:** _____

Trusential Staffing Agreement

Final Audit Report

2021-12-04

Created:	2021-12-04
By:	Anne Randolph (compliance@trusentialstaffing.com)
Status:	Signed
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Document e-signed by Kristine Denkwalter (kdenkwalter@aomhc.com)

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Agreement completed.

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